

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director/ (954) 797-1101

SUBJECT: Resolution - Developers Agreement
DA 8-2-02 Stone Harbor, Inc., 3201 West State Road 84/Generally located on the north side of State Road 84 one-half mile east of State Road 7.

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND STONE HARBOR, INC., FOR COMPLIANCE WITH CONDITIONS SET FORTH IN AN ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE STONE HARBOR, INC. PLAT; PROVIDING FOR MITIGATION MEASURES TO SATISFY CONDITIONS OF THE ENVIRONMENTAL IMPACT REPORT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

On March 19, 2002, Town Council passed Resolution No. 2002-67, approving a boundary plat consisting of 5.41 acres for boat building and repairs. In order to ensure compliance with the requirements of an Environmental Impact Report for this plat, the developer is entering into an agreement to perform and complete mitigation measures described in Exhibit "B" of the attached Developers Agreement. The Town is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property and for the purpose of issuing or withholding the issuance of certificates of occupancy for buildings within the property subject to this Agreement.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: None

RECOMMENDATION: Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

Attachments: Resolution, Agreement for Compliance with Conditions of Environmental Impact Report, Existing Future Land Use Map, Subject Site and Aerial Map

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND STONE HARBOR, INC., FOR COMPLIANCE WITH CONDITIONS SET FORTH IN AN ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE STONE HARBOR, INC. PLAT; PROVIDING FOR MITIGATION MEASURES TO SATISFY CONDITIONS OF THE ENVIRONMENTAL IMPACT REPORT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stone Harbor, Inc. propose to develop properties known as the Stone Harbor Inc. Plat; and

WHEREAS, Broward County requires the developer to perform and complete mitigation measures to acceptably reduce the impact of the proposed development.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, Stone Harbor, Inc. and the Town of Davie, whereby the Town of Davie shall not issue any certificates of occupancy until the improvement described is constructed in accordance with the Agreement.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002.

Return recorded copy to:

Attachment 3

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

FRANK A. AGUIRRE, P.E., P.L.S.
7320 GRIFFIN ROAD, SUITE 103
DAVIE, FL 33314
TEL: (954) 791-2110

AGREEMENT FOR COMPLIANCE WITH CONDITIONS OF ENVIRONMENTAL IMPACT REPORT

This is an Agreement made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

STONE HARBOR, INC., its successors and assigns, hereinafter referred to as "DEVELOPER",

[AND IF PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The City of DAVIE, a municipal corporation created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, the STONE HARBOR, INC. Plat, Plat No./Clerk's File No. _____, hereinafter referred to as the "Plat," was approved by the Board of County Commissioners of Broward County on _____, 20____; and

WHEREAS, the Plat was approved by the City (if applicable) on March 19, 2002;; and

WHEREAS, certain property within the PLAT has been designated a Native Vegetative Community "Local Area of Particular Concern" ("LAPC") or an "Urban Wilderness Area," or both, by the Board of County Commissioners of Broward County; and

WHEREAS, lands designated a Native Vegetative Community, Local Areas of Particular Concern or an Urban Wilderness Area, as described in the Broward County Land Use Plan, have been determined to be environmentally sensitive lands; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that plats of land including property which has been designated an LAPC or an Urban

Wilderness Area shall be developed consistent with conditions determined by the Board of County Commissioners to be necessary to preserve the environmental sensitivity of such property, as set forth in an Environmental Impact Report prepared for the PLAT; and

WHEREAS, the Environmental Impact Report for the PLAT, approved by the Board of County Commissioners on _____, 20__, (the "EIR") identifies the effects of the proposed development upon the natural resources within the boundaries of the PLAT and sets forth mitigation measures and techniques necessary to acceptably reduce the impact of the proposed development; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires as a condition of the issuance of a development order for the PLAT that the DEVELOPER execute and record an agreement which will ensure compliance with the requirements of the EIR as adopted by the Board of County Commissioners; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions and promises hereinafter set forth, the parties do agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DEVELOPER shall fully perform and complete the mitigation measures described in Exhibit "B," attached hereto and incorporated herein, consistent with the time frames set forth therein. If the provisions of Exhibit "B" include obligations to maintain improvements, DEVELOPER shall furnish security, in a form acceptable to the COUNTY, in an amount sufficient to insure such maintenance for the required time period.
3. The parties agree that compliance with the terms of this Agreement shall satisfy the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, with respect to the Plat. Proposed developments that include all or any part of any lands designated as environmentally sensitive lands shall be developed subject to conditions determined to be necessary to reduce the impact of development on such lands. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code with respect to the protection of environmentally sensitive lands.
4. If DEVELOPER fails to perform its obligations as set forth herein, COUNTY may take any or all of the following actions to insure compliance with the Broward County Comprehensive Plan, the Land Development Code and the terms of this Agreement:
 - (a) Call upon any security provided pursuant to paragraph 2 and complete the mitigation requirements;

- (b) Withhold building permits and certificates of occupancy for development within the PLAT, or if the PLAT is located within a municipality, request the municipality issuing permits to withhold building permits and certificates of occupancy, until the DEVELOPER'S obligations are current.
 - (c) COUNTY shall be entitled to injunctions, both preliminary and final, enjoining and restraining DEVELOPER'S breach of this Agreement, specifically enjoining damage or destruction of the natural resources of the property within the PLAT.
5. If the property is located within a municipality, the parties hereto agree that, except as may otherwise be provided herein, the CITY is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to this Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the CITY's land development codes.
6. Upon DEVELOPER'S completion of the mitigation measures specified in Exhibit "B" and provision of adequate security, if required, as described in paragraph 2, and upon demonstration of such completion to the reasonable satisfaction of COUNTY, the COUNTY shall record a release in the Official Records of Broward County, Florida, indicating DEVELOPER'S compliance with the terms of this Agreement.
7. **NOTICE.** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Broward County Development Management Division
Governmental Center, Room A-240
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

For the CITY:

For the DEVELOPER:

STONE HARBOR, INC.

ROBERT ROSCIOLI, PRESIDENT

3201 STATE ROAD 84, FT. LAUDERDALE, FL 33312

10. **RECORDATION.** This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
11. **VENUE: CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
12. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
13. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
15. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
16. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
17. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
18. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, 20____; _____, signing by and through its _____, duly authorized to execute same and the CITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By _____ Chair

_____ day of _____, 20____

Approved as to form
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

_____ day of _____, 20____

DEVELOPER-INDIVIDUAL

Witnesses:

(Signature)

Print name: _____

(Signature)

Print name: _____

Name of Developer (Individual)

(Signature)

Print name: _____

Print address: _____

____ day of _____, 20__

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is

[] personally known to me, or

[] produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print name:

My commission expires:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature)

Print name: _____

(Signature)

Print name: _____

STONE HARBOR, INC.

Name of Developer (corporation/partnership)

By Robert Roscioli

(Signature)

Print name: Robert Roscioli

Title: President

Address: 3201 State Road 84
Ft. Lauderdale, FL 33312

19 day of August, 20 02

ATTEST (if corporation):

Sharon Roscioli
(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: Sharon Roscioli

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS.
COUNTY OF Broward)

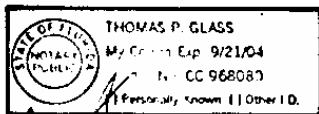
The foregoing instrument was acknowledged before me this 19th day of August, 20 02 by Robert Roscioli, as President of Stone Harbor, Inc., a corporation/partnership on behalf of the corporation/partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced N/A.

NOTARY PUBLIC:

(Seal)

My commission expires:

Thomas P. Glass
Print name: Thomas P. Glass



CAF#363
01/01/02

**AGREEMENT RELATING TO COMPLIANCE WITH CONDITIONS OF ENVIRONMENTAL
IMPACT REPORT**

CITY

WITNESSES:

CITY of _____

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
City Manager

City Clerk

____ day of _____, 20__

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Commence at a Permanent Reference Monument (P.R.M.) at the S.E. corner of HACIENDA FLORES SUBDIVISION, according to the plat thereof, recorded in plat book 19, page 28, of the public records of Broward County, Florida; Thence proceed N 02° 43' 51" E, on an assumed bearing, along the East line of Lot 1 of said HACIENDA FLORES SUBDIVISION a distance of 150.07 feet to the Point of Beginning; Thence continue along the afore described line N 02° 43' 51" E a distance of 617.90 feet to a point on the mean high water line of the NORTH NEW RIVER CANAL; Thence proceed along the next four courses meandering the mean high water line of the NORTH NEW RIVER CANAL, N 87° 17' 07" E 107.73 feet; Thence N 81° 28' 00" E 141.18 feet; Thence S 79° 34' 18" E 40.29 feet; Thence N 70° 21' 24" E 15.52 feet; Thence proceed S 02° 43' 51" W along a line parallel to and 300 feet East of the East line of the SW ¼ of the NE ¼ of Section 19-50-42, a distance of 32.05 feet; Thence proceed N 87° 20' 46" W a distance of 10.00 feet to a point on a non-tangential of a curve concave to the South, having a radius of 35.30 feet, a radial line through said point bears N 29° 55' 24" E; Thence continue along the arc of said curve through a central angle of 106° 05' 06" a distance of 65.36 feet to a Point of Non-tangency, said point bears N 76° 09' 42" E from the center of said curve; Thence proceed N 89° 16' 09" W a distance of 159.11 feet; Thence proceed S 02° 43' 51" W a distance of 591.64 feet; Thence proceed N 88° 57' 15" W a distance of 80.24 feet to the Point of Beginning.

Said lands situate, lying and being in the Town of Davie, Broward County, Florida containing 1.34 acres more or less.

EXHIBIT "B"

MITIGATION MEASURES

III. MITIGATION RECOMMENDATIONS

Mitigation for the impacts to the UWA will be in the form of preservation and enhancement of 1.03 acres of cypress-forested wetlands and 0.21 acres of upland buffer on-site. Off-site enhancement includes 10.54 acres of cypress-forested wetlands with the Pond Apple Slough; enhancement of 3.22 acres of wetlands located within Parcel 1 and creation of 0.38 acres of wetlands within Parcel 1A. Enhancement and mitigation will be as per drawing attached to Environmental Resource License DF01-1015 (Attachment 2).

Restrictions will be noted and recorded with the Agreement for Compliance with Conditions of the Environmental Impact Report.

The Mitigation Recommendations for the Stone Harbor, Inc. Plat are as follows:

A. Plat

The Developer shall indicate the following on the Plat prior to recordation:

- 1) The Developer shall place a note indicating that this plat is an Urban Wilderness Area and has been designated by the Board of County Commissioners as environmentally sensitive. Any clearing activities must be in compliance with Sections 5-279 and 27-331 thru 341 of the Broward County Code of Ordinances and other applicable state, federal and local ordinances.
- 2) The Developer shall place a note on the plat indicating that "Development within the Stone Harbor, Inc. Plat must be consistent with the recommendations contained in the Environmental Impact Report as incorporated in the Agreement For Compliance With Conditions of Environmental Impact Report between Broward County, the Town of Davie and the Developer approved by the Board of County Commissioners on __ (DATE) __ 2002 and recorded at OR Book __ Page __ ". A blank copy is attached as Attachment 3. This agreement shall be recorded prior to recordation of the Plat.

B. Conservation Easement

The Developer shall grant a Conservation Easement to Broward County, as shown in Figure 2, for the property contained within the Conservation Zone. This Conservation Easement shall be accepted by the Broward County Board of County Commissioners and recorded in the public records of Broward County prior to plat recordation. The Conservation Easement requires maintenance in perpetuity.

C. Agreement for Compliance with Conditions of the Environmental Impact Report

Prior to plat recordation and prior to the issuance of any building permits for the development within the plat, the Developer shall enter into a tri-party agreement with Broward County and the Town of Davie, acknowledging and agreeing to the following Mitigation Recommendations:

- 1) No development shall occur within the Conservation Zone.
- 2) With the exception of the existing easements, no utility easements shall be located within the dripline of the trees within the Conservation Zone.

- 3) Clearing, mowing and other lawn maintenance activities (including the dumping of lawn debris) are prohibited within the Conservation Zone except as described in # 7 and # 8.
- 4) Prior to the continuation of any clearing or filling activities on the property, construction barriers are to be placed around the boundary of the Conservation Zone and the dripline of all trees, or clusters of trees, to be preserved to prevent damage to the native vegetation by heavy equipment.

The use of filtering screen or hay bales is required around the Conservation Zone where it abuts the proposed development to prevent the siltation of these vegetative communities by construction runoff. The screening or hay bales shall be installed immediately and shall remain in place until all construction and paving has occurred. At that time they shall be removed from the site.

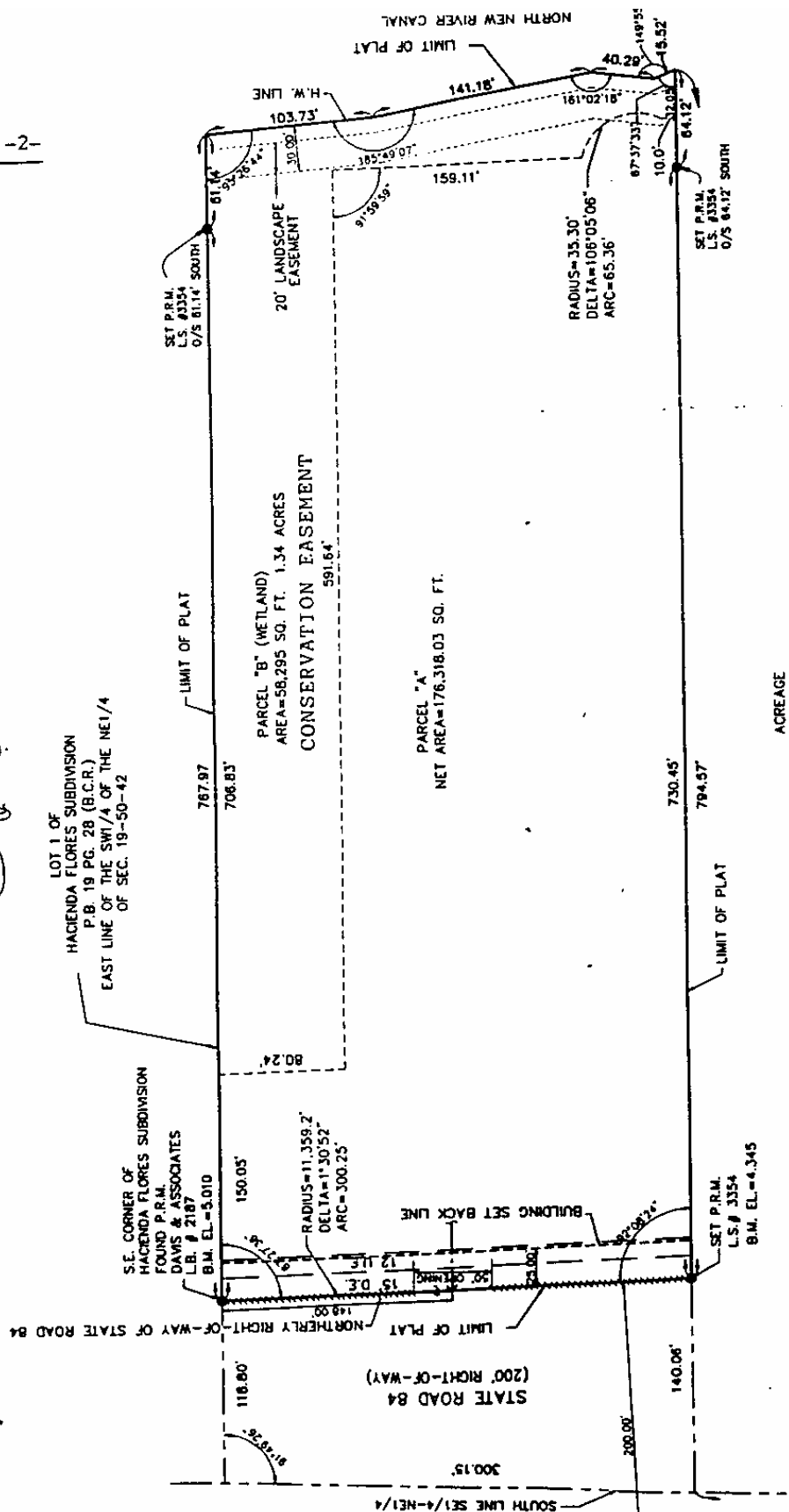
- 5) No ground clearing activities shall occur until all applicable state, federal, county and municipal permits and licenses are obtained.
- 6) The Developer agrees to allow access and shall allow access to the property at reasonable times by DPEP personnel for the purposes of inspection to determine compliance with the conditions of the Environmental Impact Report and Environmental Resource License DF01-1015.
- 7) Exotic vegetation, such as, but not limited to Brazilian-pepper, Australian pine, earleaf acacia, wedelia and syngonium shall be removed for the Conservation Zone by appropriate hand methods, including hand tools, chain saws and approved herbicides for the exotics to be removed. Exotic vegetation on the interior of the conservation zone shall be treated by a herbicide and left in place to decompose. A continued program of exotic plant removal shall be undertaken by the applicant or appropriate private entity, as approved by DPEP to provide for less than 2% areal coverage by exotics. All exotic vegetation shall be removed prior to the issuance of any Certificates of Occupancy for any buildings on the property.
- 8) The applicant shall obtain approval from Broward County prior to the removal or pruning of any vegetation within the Conservation Zone. Only the pruning of dead, diseased or hazardous branches may occur within Conservation Zone. No native plant shall be removed from the Conservation Zone unless it is dead, diseased or a hazard to life or property.
- 9) To the greatest extent possible, the landscape plans shall incorporate native trees, shrubs and groundcovers which are indigenous to the Stone Harbor site, following xeriscape principles. No species listed on the Exotic Pest Plant Council's List of Most Invasive Species shall be used.

Trees within the Conservation Zone, as well as trees to be preserved in the UWA, must be protected from chemical poisoning, excavation and grade changed as follows:

- Utility line trenches should be routed away from trees and outside the dripline;
- Retaining walls and drywells may be needed to protect trees from severe grade changes. For shallow fills, the fill material may be gently sloped down to the level of the trees roots. Leaving the tree in a depression larger than the spread of its crown.

- No parking, vehicle maintenance, storage of construction materials or debris, or cleaning of equipment shall take place within the Conservation Zone.
- 10) Stormwater runoff from the developable area shall not be directed into the Conservation Zone, with the exception of pre-treated stormwater. A surface water management license will be required from DPED prior to site development.
 - 11) The areas in the Conservation Zone that are cleared of exotic vegetation shall be replanted with native vegetation.
 - 12) Compliance with Environmental Resource License Number DF01-1015 (attached).

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Department of Planning and Environmental Protection

 Biological Resources Division
 218 S.W. 1st Avenue
 Fort Lauderdale, FL 33301

(954) 519-1230 • FAX (954) 519-1412

ENVIRONMENTAL RESOURCE LICENSE
LICENSEE:
Stone Harbor, Inc.
3201 State Road 84
Davie, FL 33312
LICENSE NO.: DF01-1015
PROJECT: Wetland Fill, Rip-rap
Installation, Exotic Removal,
& Mitigation

This license is issued under the provision of Chapter 27 of the Broward County Code of Ordinances, also cited as Broward County Natural Resource Protection Code hereinafter called the Code. The above-named applicant, hereinafter called licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications as submitted by applicant, and made a part hereof and specifically described as follows:

Description of Work: This project consists of the filling of 2.11 acres of freshwater wetlands with approximately 18,600 cubic yards of clean fill, and the installation of approximately 300 linear feet of riprap along the New River Canal and a retaining wall along the eastern edge of the on-site preserved wetlands, for a proposed commercial development.

Compensation for unavoidable impacts to 2.11 acres of cypress-forested wetlands shall be in the form of: **on-site preservation/enhancement** of 1.03 acres of cypress-forested wetlands of 0.21 acres of upland buffer; **off-site enhancement** of 10.54 acres of cypress-forested wetlands within the Pond Apple Slough; **off-site enhancement** of 3.22 acres of pond apple-forested wetlands within Parcel 1; and **off-site creation** of 0.38 acres of wetlands within Parcel 1A, all as per attached drawings.

Location of Work: This project is at the Stone Harbor Property located between Roscioli Yachting Center and the Hacienda Flores Preserve, Section 19, Township 50S, and Range 42E, in the Town of Davie.

Construction shall be in accordance with the SFWMD Form 0971 dated 9/10/96 and the DPEP Addendum dated 9/10/96 and associated information, all of which is designated as DPEP File No. 98-12028; plans stamped by the Department on 4/24/01 (attached), and all General and Specific Conditions of this license.

ENVIRONMENTAL RESOURCE LICENSE

GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted and must be completed by the licensee and enforceable by the Department of Planning and Environmental Protection (DPEP) pursuant to Chapter 27 of the Broward County Code of Ordinances. The DPEP will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension and/or enforcement action by the DPEP.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the licensee shall notify the DPEP within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the licensee shall submit a written report to the DPEP that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges, or does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply and shall comply with all provisions of the most current version of the Code.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after the sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the license source at reasonable times by DPEP personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27, Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval or regulatory requirement by this or any other governmental agency that may be required.
11. If the licensee wishes to renew the license or extend its term, the licensee shall make application sixty (60) days prior to its expiration including payment of all appropriate fees. Expired licenses are not renewable.

License No. DF01-1015
LICENSEE: Stone Harbor, Inc.

SPECIFIC CONDITIONS:

A. Standard

1. **Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Failure to comply with this condition will result in enforcement action.**
2. Any project caused environmental problem(s) shall be reported immediately to the DPEP Environmental Response Line at 954-519-1499.
3. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.
4. Turbidity screens or equivalent shall be properly employed and maintained as necessary during construction activities so that turbidity levels do not exceed 29 NTU's above natural background 50 feet downstream of project. If turbidity levels exceed these limits, project activities shall immediately cease, and work shall not resume until turbidity levels drop to within these limits [62-302.530(70) FAC].
5. Any water bodies or wetlands to be filled pursuant to this license must be filled only with rock, soil, or muck, as appropriate and depicted on the attached drawings dated 4/24/01 by the Department. Fill material which includes clean debris as defined in Section 27-214 is not authorized by this license. Use as fill of any materials other than rock, soil, or muck shall constitute a violation of this license
6. Riprap shall be installed a minimum of 30 days prior to receiving any Certificate of Occupancy for any structure on the site.

B. Manatee Conditions

1. All personnel associated with the project shall be instructed of the potential presence of manatees and the need to avoid collisions with manatees.
2. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The licensee and/or contractor may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
3. Siltation barriers shall be made of material in which manatees cannot become entangled, and shall be regularly monitored to avoid manatee entrapment. Barriers shall not block manatee entry to or exit from essential habitat.
4. All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than a four foot clearance from the bottom and vessels shall follow routes of deep water whenever possible.
5. All construction activities shall cease upon the sighting of a manatee(s) within 100 yards of the project area. Construction activities shall not resume until the manatee(s) has departed the project area.
6. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" (1-800-DIAL-FMP) and to the U.S. Fish and Wildlife Service, Vero Beach Field Office (561-562-3909), and to DPEP.
7. Throughout the construction period, a log shall be kept detailing sightings of, collisions with, or injuries to manatees. Include the manatee's location, direction of travel, and length of time in the construction area. A copy of the log shall be made available to the Department upon request.

License No. DF01-1015
LICENSEE: Stone Harbor, Inc.

C. Compensatory Mitigation (Area)

1. Construction and installation of the Areas shall be in accordance with plans dated 4/24/01 by the Department (attached) and associated information. The Areas shall be installed concurrently with licensed construction.
2. Upon completion of the Areas, the following documentation shall be submitted to the Department: (a) certification of elevations in relation to design, (b) verification of actual acreage, and (c) the time-zero monitoring report. This documentation is required within 30 days of completion of the Area and prior to any Certificate of Occupancy being received for any structure on the site.
3. The Areas shall be protected from construction-related runoff and development activities through the use of orange construction fence and siltation screening or haybales around the perimeter of the Areas adjacent to the proposed development. The erosion protection devices shall be placed before the initiation of ground-disturbing activities and shall remain in place until all ground-disturbing activities adjacent to the Areas have concluded, at which time the screening or bales shall be removed completely from the site.
4. A viable wetland system shall be established that replicates a natural reference wetland in basic structure and function. In order to assure that the Areas become self-sustaining, the following criteria shall be met:
 - a) A minimum of 80% coverage by desirable wetland species after a two (2) year period and demonstration of persistence for three (3) additional years.
 - b) Less than 2% coverage by invasive exotic and undesirable species is allowable if plants are dispersed and not concentrated in any particular area. Exotic and undesirable species include, but are not limited to, melaleuca, Australian pine, Brazilian pepper, bischofia, torpedo grass, primrose-willow, and cattail. Treatment efforts must be tailored to prevent these species from becoming reproductively mature.
 - c) A minimum of 80% survival of each planted species. This rate shall be maintained each quarter except where species composition, density of planted and recruitment species and overall wetland condition, growth rates and viability of the Area are of higher quality, as determined by the Department.
 - d) Hydrologic conditions and soil characteristics are in general conformity to those specified in plans. Data from the permanent surveyed staff gauges must be collected every two weeks and submitted with the quarterly monitoring reports.
 - e) Any preserved or planted species shall be maintained as to exhibit new growth and/or propagation, viability, and overall health.
 - f) Existing desirable plant species shall not be injured or killed. Any plants killed will be replaced on a plant-for-plant basis for shrubs and groundcovers and on an inch-for-inch basis for trees.

The Areas shall be monitored and reports submitted quarterly for five (5) years describing in detail the condition of the Areas relative to the reference wetland and the criteria listed above (C4.a-f).

5. Should the Department determine that any Area is not achieving the listed criteria during some portion of the monitoring period, the licensee shall prepare plans that demonstrate clearly how the problem(s) will be corrected and submit such plans immediately to the Department for approval. Those plans shall then be implemented within thirty (30) days of the Department's written approval.

License No. DF01-1015
LICENSEE: Stone Harbor, Inc.

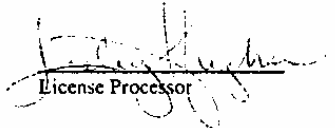
Compensatory Mitigation Continued

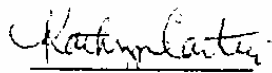
6. A Conservation Easement and two Letters of Credit (LOC) for \$155,756.00 have been submitted by the applicant. Should either of these documents be unacceptable to the County Attorney's Office or the County Commission, a replacement document shall be submitted in a form acceptable to the Department, the County Attorney's Office and the Commission within thirty (30) days of the Department's written notification that the document was unacceptable.
7. The LOCs include construction, planting, monitoring and maintenance costs. Upon DPEP review and approval of all information required in Specific Condition C. 2, the licensee may request the release of the construction and planting LOC, which totals \$ 116,156.00. After the five year maintenance and monitoring period has elapsed and upon demonstration that the licensee has met the intent and all information requested in Specific Conditions C.3 and 4 and if necessary C.5, the licensee may request the release of the monitoring and maintenance LOC, which totals \$39,600.00. All requests shall be made in writing to the Wetlands Resources Section of DPEP.

D. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.

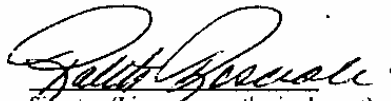
Recommended for approval by

Reviewed by


License Processor


Licensing/Section Manager

I have read the terms, conditions, requirements, limitations and restrictions set forth herein. I accept and agree to abide by all such provisions.

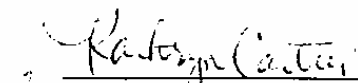

Signature(Licensee or authorized agent)

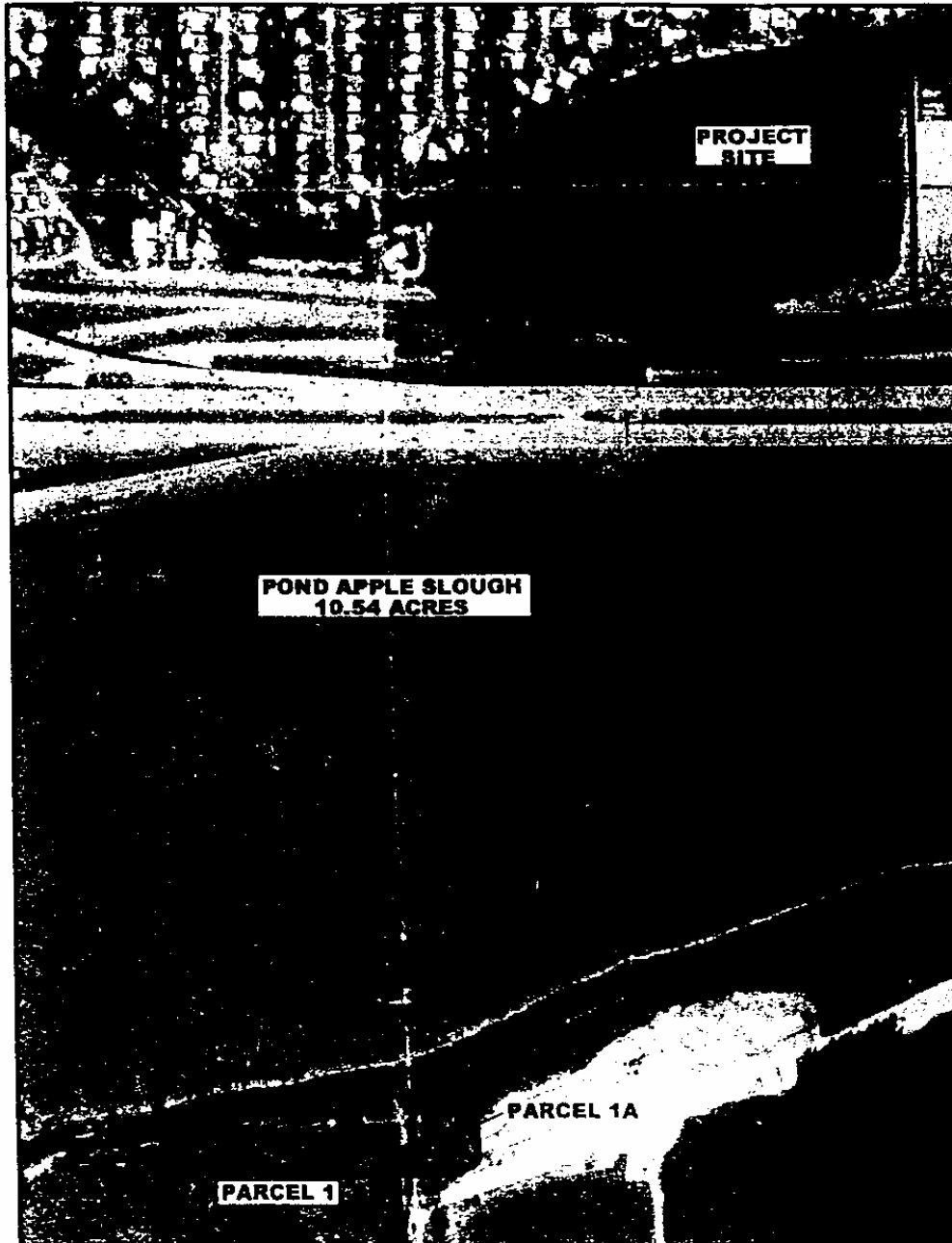
4-25-01
Date

Issued this 25th day of April, 2001

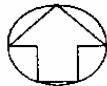
Expiration Date: April 25, 2006

BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION


ERIC T. MYERS, DIRECTOR
BIOLOGICAL RESOURCES DIVISION



BROWARD COUNTY
 ENVIRONMENTAL PROTECTION
 DIVISION
 PERMIT LICENSE
 27-341
 4/24/01
 1015
 DATED IN LICENSE



0 500 1000
 SCALE IN FEET

SOURCE: AERIAL MAP PROVIDED BY:
 KUCERA SOUTH, INC., LAKELAND, FLORIDA,
 BROWARD COUNTY, FL. SECTION 19, TOWNSHIP 50,
 RANGE 42, DATE OF FLIGHT: JAN. 26, 1995, 1"=300'

AERIAL PHOTOGRAPH

STONE HARBOR

SCALE: AS SHOWN

APPROVED BY:

DRAWN BY: BFG

DATE: 4/12/01

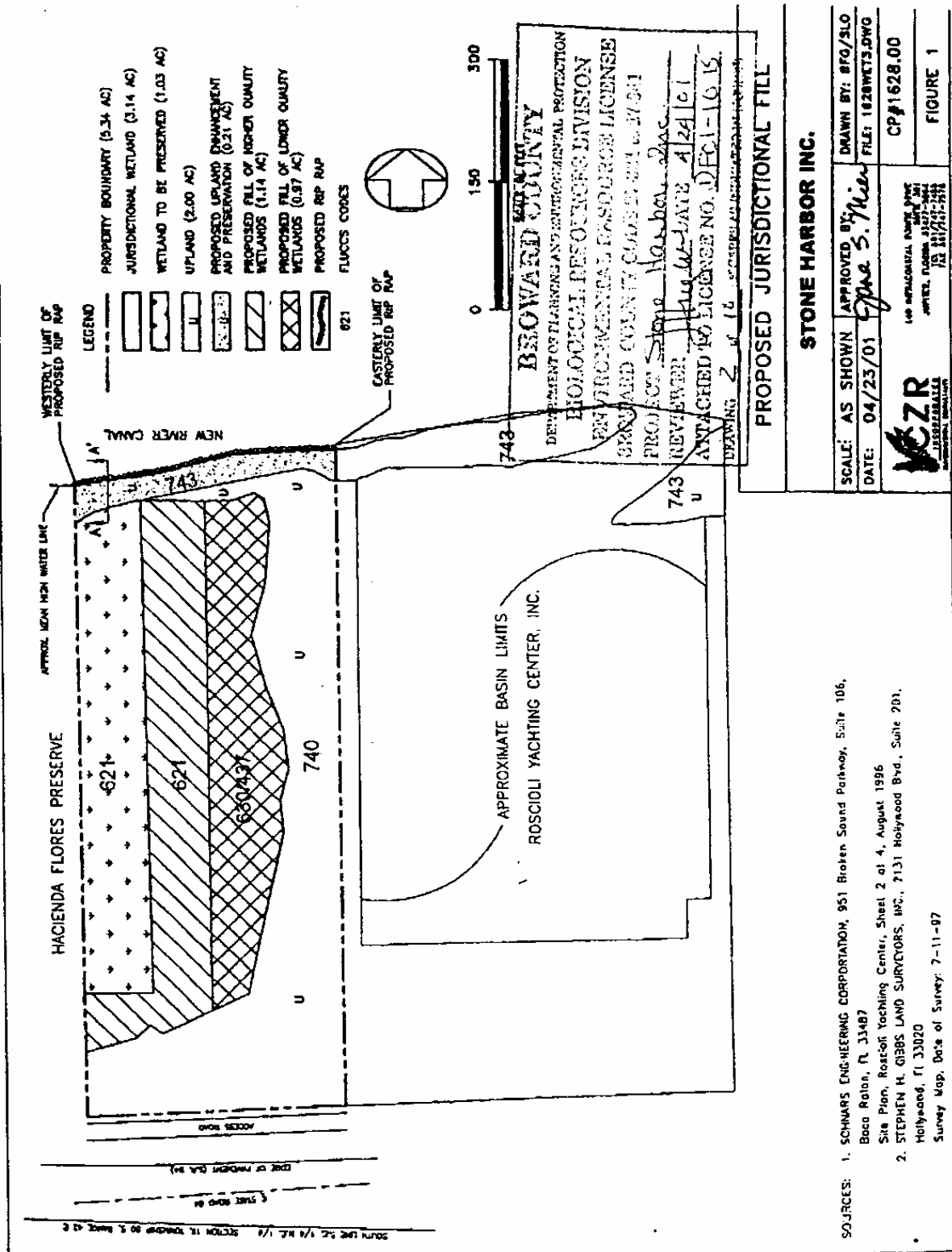
Debra S. Thier

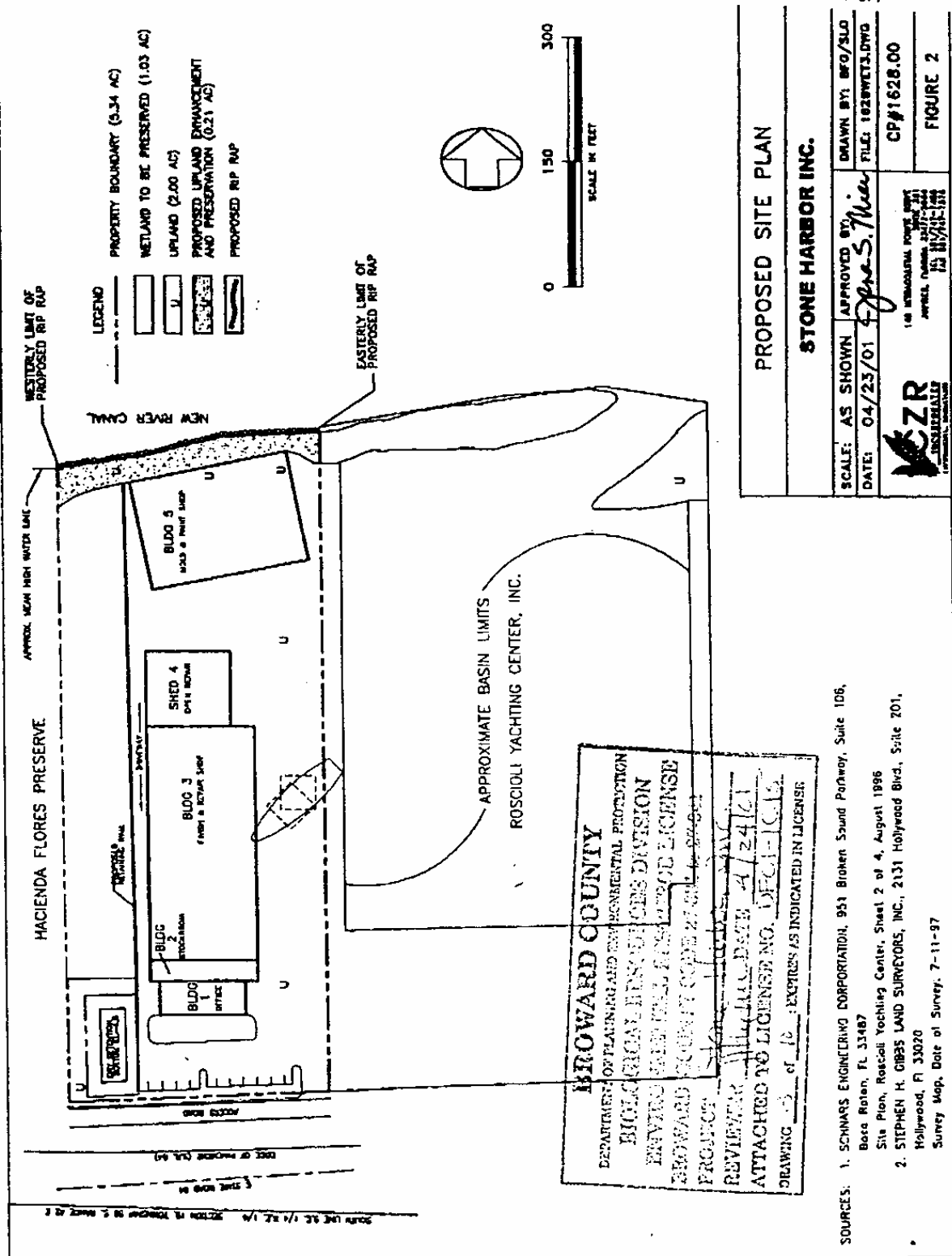
FILE: 1628AERL



140 INTRACOASTAL POINTE DRIVE
 SUITE 301
 JUPITER, FLORIDA 33477-5064
 TEL 561/747-7455
 FAX 561/747-7578

CP# 1628.00





BELOWARD COUNTY

DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION

BIOLOGICAL RESOURCES DIVISION

ENVIRONMENTAL RESOURCE LICENSE

BELOWARD COUNTY CODE 27-331 to 27-341

PROJECT: Stone Harbor, Inc.

REVIEWER: *[Signature]* DATE: 4/24/01

ATTACHED TO LICENSE NO. 081-1015

DRAWING 4 of 13 EXPIRES AS INDICATED IN LICENSE

EAST

WEST

R

VARIES

225' APPROX.

VARIES

79' APPROX.

STONE HARBOR MARINA

PRESERVE

PROPOSED
FILL

EXIST.
ELEV.

EXIST.
SEAWALL

8
6
4
2
0

[Handwritten Signature]
4/13/01

NOTE: ELEVATIONS = FEET NGVD

TYPICAL CROSS SECTION
EXISTING AND PROPOSED ELEVATIONS

STONE HARBOR INC.

SCALE: NOT TO SCALE	APPROVED BY: <i>[Signature]</i>	DRAWN BY: MJO
DATE: 4/12/01	FILE: 1828CREW.DWG	
CP#1628.00		FIGURE 4

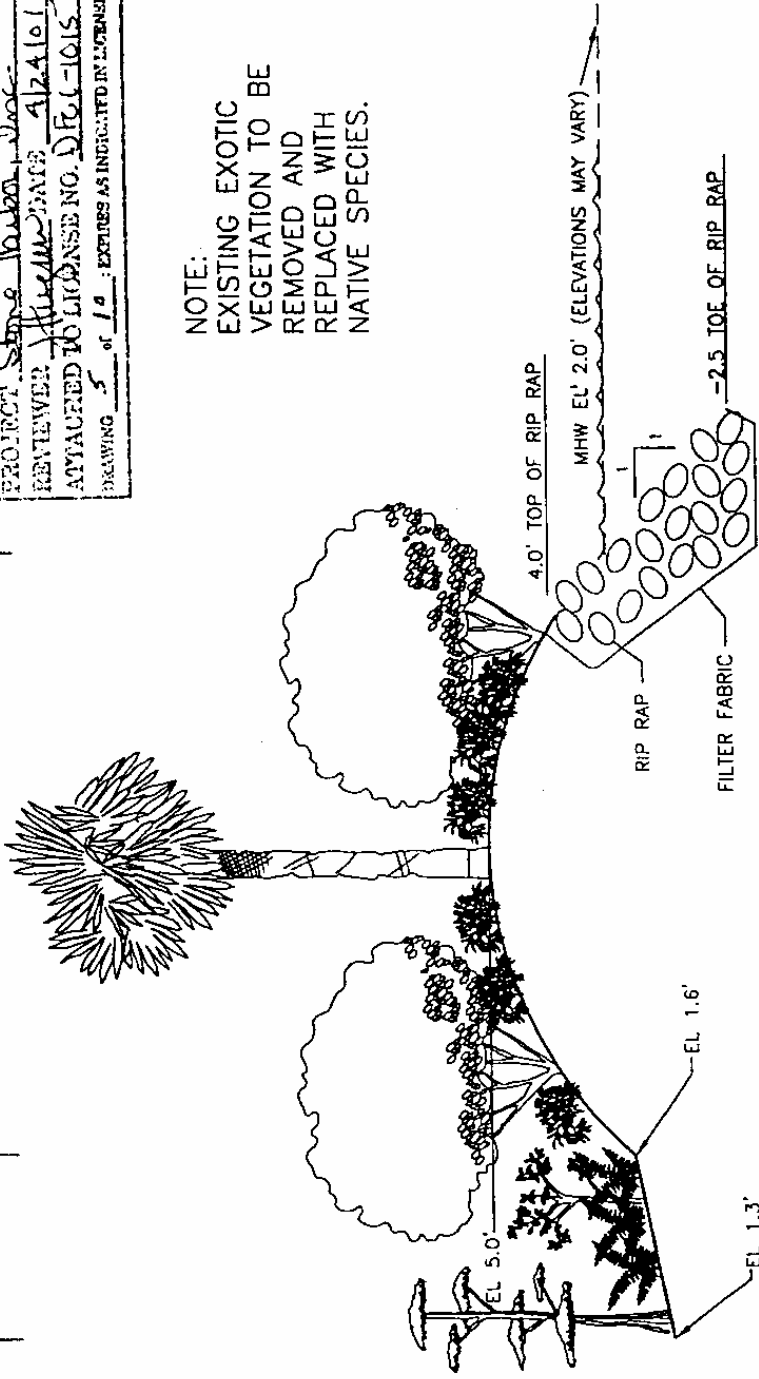


140 PROFESSIONAL ENGINEER
APPROVED: 4/13/01
J. Z. R.

BROWARD COUNTY

DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION
 BIOLOGICAL RESOURCES DIVISION
 ENVIRONMENTAL RESOURCES LICENSE
 STATE LICENSE CODE 27-201 10-27-2011
 PROJECT: Stone Harbor, Inc.
 REVIEWER: Steve Mac DATE: 4/24/01
 APPROVED TO LICENSE NO. DFC-1015
 DRAWING 5 of 14 EXPIRES AS INDICATED IN LICENSE

A
 WETLANDS
 TO BE PRESERVED
 15'
 35'
 PROPOSED UPLAND ENHANCEMENT AND PRESERVATION
 A'



NOTE:
 EXISTING EXOTIC
 VEGETATION TO BE
 REMOVED AND
 REPLACED WITH
 NATIVE SPECIES.

TYPICAL CROSS SECTION
 UPLAND ENHANCEMENT PRESERVE
 STONE HARBOR INC.

SCALE: NOT TO SCALE	APPROVED BY: <u>Steve Mac</u>	DRAWN BY: BQ/JEL/MJO
DATE: 4/12/01		FILE: 1628CRS4.DWG
CP#1628.00		FIGURE 3



W. J. Mac
 4/13/01

79.15' TO W. R.

WETLANDS

TO BE PRESERVED

7.0'

VEGETATED
BUFFER & WALL

15.0'

ACCESS

BROWARD COUNTY

DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION

BIOLOGICAL RESOURCES DIVISION

PERMIT/ENVIRONMENTAL RESOURCE LICENSE

BROWARD COUNTY CODE 27-321 to 27-341

PROJECT *Stone Harbor, Inc.*

REVIEWER *H. H. H.* DATE *4/24/01*

ATTACHED TO LICENSE NO. *01-1015-*

DRAWING *1/4* OF *14* SHOWN AS INDICATED IN LICENSE

6' CHAIN LINK FENCE

RETAINING
WALL

EL. = 7.0

EL. = 5.0

EXIST. GRADE

EL. = 0.0

**SECTION THROUGH
RETAINING WALL**

N.T.S.

TYPICAL CROSS SECTION
RETAINING WALL

STONE HARBOR INC.

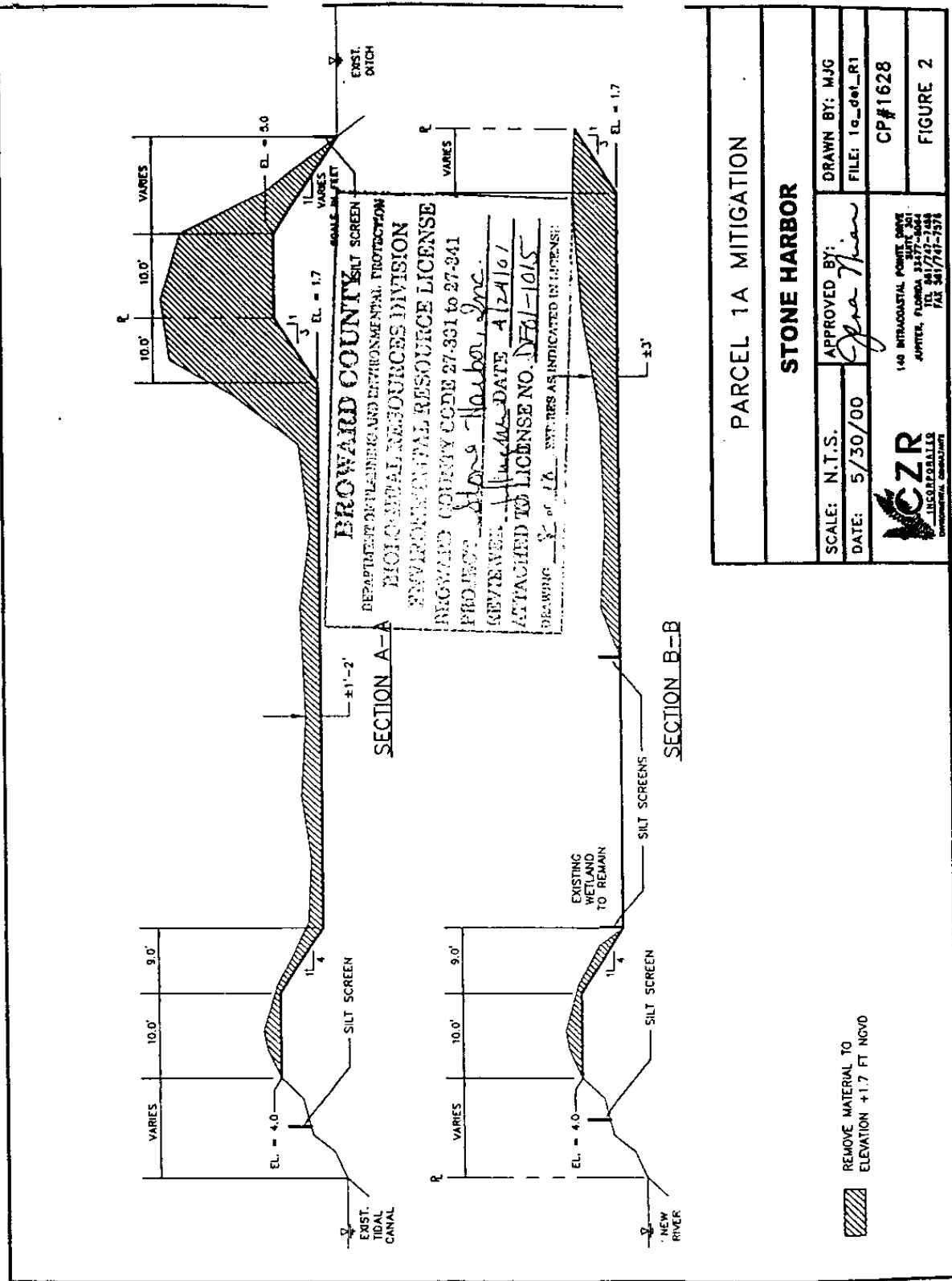
SCALE: NOT TO SCALE | APPROVED BY: *Steve S. Hines* | DRAWN BY: MJC

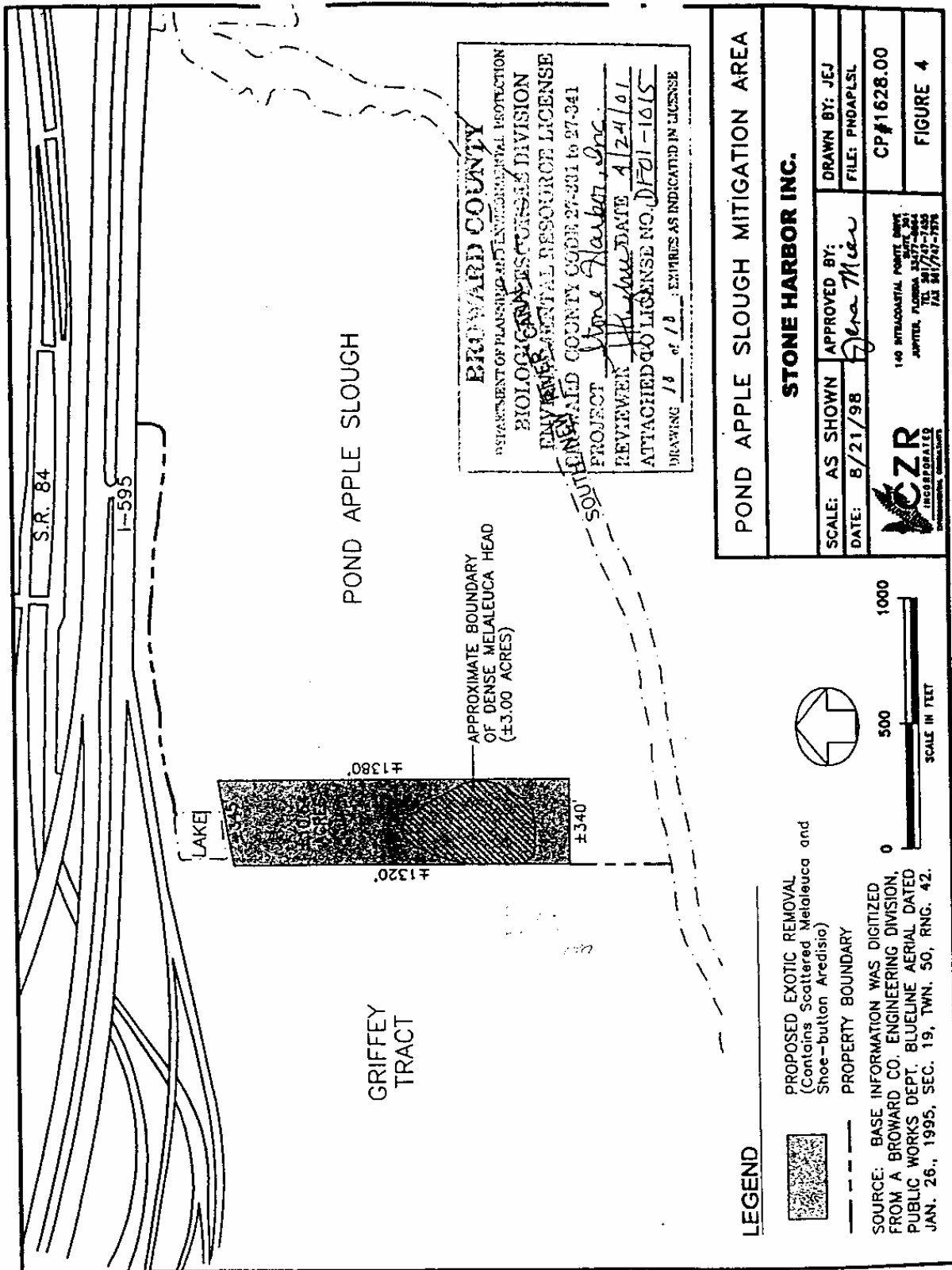
DATE: 4/23/01 | FILE: 1628RET.DWG

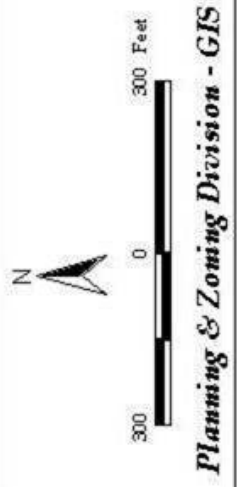
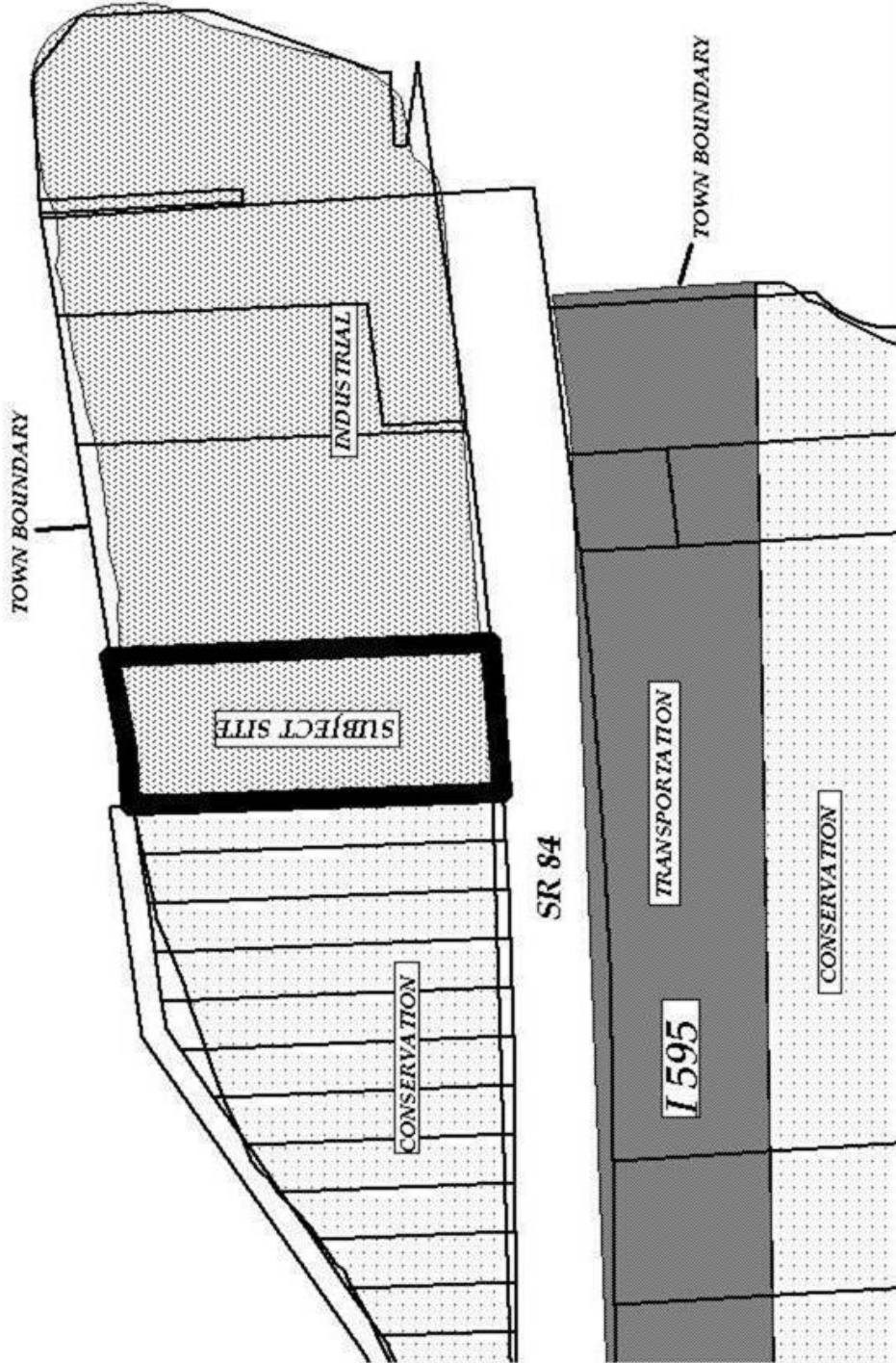
CP#1628.00

FIGURE 6

Handwritten signature and date: 4/23/01







Developers Agreement
 DA 8-2-02
 Existing Future Land Use Map

Planning & Zoning Division - GIS



300 0 300 Feet

Planning & Zoning Division - GIS

Developers Agreement
DA 8-2-02
Subject Site and Aerial Map
Date Flown: 12/31/01